

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of April, 2010, by and between the Board of Trustees of Northern Illinois University, hereinafter referred to as the "Host Institution," and the University of Iowa, hereinafter referred to as the "Visiting Institution," witnesseth:

WHEREAS, the Host Institution seeks to schedule a varsity football contest with the Visiting Institution, and

WHEREAS, the Visiting Institution desires to participate in said contest,

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. The parties hereto shall participate in a varsity football contest on the 1st day of September, 2012, at Soldier Field in Chicago, Illinois, at a time to be determined, hereinafter referred to as the "Event." The Host Institution shall be the home team, and the Visiting Institution shall be the visiting team. The Host Institution shall contract with the operator of Soldier Field, SMG, a Pennsylvania general partnership, for the use of Soldier Field, and this agreement shall be effective only upon execution of that agreement and shall be subject to the terms and conditions of that contract.

2. SMG shall retain all revenue from ticket sales until the conclusion of the Event. SMG may choose to issue Event tickets on consignment, as agreed upon by Host Institution and as provided in paragraph ten of this agreement. The Host Institution shall retain the first \$1,000,000 in net ticket revenue after Event expenses and taxes are paid, hereinafter referred to as the "Retained Revenue." SMG shall pay the Visiting Institution any net ticket revenue in excess of the expenses and the Retained Revenue up to \$1,000,000. Any revenue in excess of the amounts provided for in this paragraph shall be divided equally between the Host Institution and the Visiting Institution and distributed by SMG.

3. Each party hereto shall be governed by the rules of the National Collegiate Athletic Association, the conference to which it belongs and its own institutional eligibility rules. The Event shall be played in accordance with the rules of the Mid-American Conference.

4. Officials for the Event shall be from, and assigned by, the Big Ten Conference. The Host Institution shall provide the chain gang and the public address announcer. Fees and expenses for the officials shall be the sole responsibility of the Host Institution.

5. Receipts from the sale of concessions including the sale of alcoholic beverages, programs, souvenirs, parking and suite and club seat rentals within Soldier Field shall be belong exclusively to SMG. The parties shall negotiate with SMG regarding the sale of university merchandise.

6. Sponsorship arrangements shall be determined by the Host Institution. The parties shall determine whether any Event clothing shall be made available for sale.

7. The parties shall negotiate with SMG regarding field markings including the team names and logos in the end zones and any sponsorship designation on the field.

8. Radio rights and any post-game event or show featuring taped replay of the Event, in whole or in part, shall belong solely to the Host Institution. The Visiting Institution shall be entitled to carry a live broadcast of the Event in its immediate home media market. The Host Institution shall assure that reasonably adequate facilities for such radio origination are available.

9. Television rights shall be the property of the Host Institution.

10. The Host Institution shall contract with Ticketmaster for ticket services. Ticketmaster shall work directly with each party regarding the sale of tickets. The seating for the Host Institution shall be in the northeast and northwest quadrants of Soldier Field, including the north end zone, and the seating for the Visiting Institution shall be in the southeast and southwest quadrants of Soldier Field, including the south end zone. Public and student ticket prices for this game shall be determined by mutual agreement of Host and Visiting Institutions no later than August 1, 2011. The Visiting Institution shall be limited to 5,000 student tickets and Host Institution shall be limited to 5,000 student tickets. Each party shall pay for complimentary tickets for its respective staffs. The ticket manifest shall not include complimentary tickets for coaches, players and the band members or provided to SMG.

11. Complimentary seating shall be available for the bands of each party. The Host Institution's band shall sit in section 151, and the Visiting Institution's band shall sit in sections 122 and 124. The bands shall split the pre-game and half-time shows.

12. The Host Institution shall use the northeast locker room (wooden lockers), and the Visiting Institution shall use the southeast locker room (metal lockers). The home team shall use the west sideline and the visiting team shall use the east sideline. Each team shall be allotted up to a maximum of 60 sideline passes but agree to use only those necessary for working personnel on the sidelines.

13. Each party shall be allotted 100 free parking spaces in the north parking lot in exchange for 200 complimentary tickets to the Event given to SMG.

14. The parties shall work together to determine the usage of function spaces in and around Soldier Field for pre- and post-game activities and shall contract separately with SMG for this space utilization.

15. It is understood by the parties hereto that should either party be unable to perform the terms and conditions of this agreement due to acts of God and nature, strikes, war or other unusual occurrence beyond the control of that party, which makes it desirable or necessary to cancel all or any portion of this agreement, said party shall immediately indicate in writing the necessity to cancel the contract or a portion thereof and the agreement to that extent shall be canceled. Any of the expenses or obligations incurred by either party in connection with its performance hereunder prior to said cancellation shall be borne by the party incurring said expense.

